

PB# 85-24

P & P Copy Center

4-2-3.12

85-24

P & P Quick Copy Site Plan

approved 8/14/85 at
filed with T.C. office
8/16/85 at,

TOWN OF NEW WINDSOR		General Receipt		6549	
555 Union Avenue				May 17, 1985	
New Windsor, N.Y. 12550					
Received of	Picard & Picard Duck Copy	\$	25.00		
Twenty - Five and 00/100				DOLLARS	
For	Application Fee - Site Plan				
DISTRIBUTION					
FUND	CODE	AMOUNT			
CR. 4807		25.00			

By Pauline J. Townsend
Treas. Clerk

TOWN OF NEW WINDSOR		General Receipt		6806																
555 Union Avenue				Aug. 16 1988																
New Windsor, N. Y. 12850																				
Received of		R P Quick Copies		\$ 100.00																
		One Hundred and 00/100		DOLLARS																
For		Site Plan		B5-24																
DISTRIBUTION																				
<table border="1"> <thead> <tr> <th>FUND</th> <th>CODE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>Check #5209</td> <td>100.00</td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>		FUND	CODE	AMOUNT	Check #5209	100.00											By		Pauline J. Townsend	
FUND	CODE	AMOUNT																		
Check #5209	100.00																			
				Treas. Clerk																
				Title																

1st meeting 5/22/85
2nd.

Planning Board
Town of New Windsor
555 Union Avenue
New Windsor, New York 12550

(This is a two-sided form)

85-24

Date Received _____
Meeting Date 5/22/85
Public Hearing _____
Action Date _____
Fees Paid 15.00

APPLICATION FOR SITE PLAN APPROVAL

1. Name of Project P & P Quick Copy Center
2. Name of applicant Howard Picard Phone 562-4260
Address 41 Windsor Highway, New Windsor, N.Y. 12550
(Street No. & Name) (Post Office) (State) (Zip Code)
3. Owner of record Clegg Bros Inc. Phone _____
Address South Plank Rd, Newburgh 12550
(Street No. & Name) (Post Office) (State) (Zip Code)
4. Name of person preparing plan Gregory J. Shaw, P.E. Phone 561-3695
Address 162 Grand Street, Newburgh, New York 12550
(Street No. & Name) (Post Office) (State) (Zip Code)
5. Attorney NA Phone _____
Address _____
(Street No. & Name) (Post Office) (State) (Zip Code)
6. Location: On the East side of Temple Hill Road
(Street)
600 feet south
(direction)
of its intersection with Union Avenue
(Street)
7. Acreage of parcel 1.3 Acres
8. Zoning district PI
9. Tax map designation: Section 4 Block 2 Lot(s) 3,12
10. This application is for the use and construction of a 12,000 S.F. building
to be used for P & P Quick Copy Center. Structure shall contain space
for retail, office and warehouse
11. Has the Zoning Board of Appeals granted any variance or special permit concerning this
property? No If so, list case No. and Name _____
12. List all contiguous holdings in the same ownership
Section NA Block _____ Lot(s) _____

FOR OFFICE USE ONLY:

Schedule _____ Column _____ Number _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance into the present owner as recorded in the Orange County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property and the date the contract of sale was executed.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

I HEREBY DEPOSE AND SAY THAT ALL THE ABOVE STATEMENTS AND INFORMATION, AND ALL STATEMENTS AND INFORMATION, CONTAINED IN THE SUPPORTING DOCUMENTS AND DRAWINGS ATTACHED HERETO ARE TRUE.

Sworn before me this

15th day of May, 1985: Howard Picard
Applicant's Signature

Patricia Delio
Notary Public Title

PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 8970778

Qualified in Orange County
Commission Expires March 30, 1987

OWNER'S ENDORSEMENT
(Completion required ONLY if applicable)

COUNTY OF ORANGE }
STATE OF NEW YORK } SS.:

_____ being duly sworn, deposes and says that he resides

_____ in the
(Owner's Address)
county of _____ and State of _____

and that he is (the owner in fee) of(_____ of the _____
(Official Title)

Corporation which is the owner in fee) of the premises described in the foregoing application and that he has authorized _____ to make the foregoing application for special use approval as described herein.

Sworn before me this.

_____ day of _____, 198_____
(Owner's Signature)

Notary Public



STATE OF NEW YORK
DEPARTMENT OF TRANSPORTATION

JAMES L. LAROCCA
COMMISSIONER

112 Dickson Street
NEWBURGH, NEW YORK 12550

August 14, 1985

New Windsor Planning
Town Hall
Union Avenue
New Windsor, NY 12550

RE: P & P Copy
Route 300, S.H. 9437
Town of New Windsor

Dear Chairman:

We have reviewed this project and have no objection.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'D. Greene'.

D. Greene
C.E. I, Permits

DG/dn

WATER, SEWER, HIGHWAY REVIEW FORM:

The maps and plans for the Site Approval ✓
Subdivision _____ as submitted by Shaw Engineering
for the building or subdivision of P & P Quick Copy Center
has been reviewed by me and is approved ✓ d: approved _____

If disapproved, please list reason.

HIGHWAY SUPERINTENDENT

WATER SUPERINTENDENT

✓ Dynam R. Masten Jr.

SANITARY SUPERINTENDENT

June 27, 1985

DATE

INTER-OFFICE CORRESPONDENCE

TO: New Windsor Planning Board
FROM: Town Fire Inspector
DATE: 10 July 1985
SUBJECT: Review of Site Plans

I have reviewed the following site plans and find them to be acceptable.

Van's Carpet Ranch

Eugene Hecht & Elaine Hecht

P & P Quick Copy Center

Robert Lorenzen & Betty Lorenzen

Exurban Realty

Gittlitz & Schroeder

Thank you for your time.

Respectfully,



Robert F. Rodgers

~~RECEIVED~~

PLANNING BOARD

PLANNING BOARD ENGINEER REVIEW FORM:

The maps and plans for the Site Approval _____
Subdivision _____ as submitted by
SHAW ENGINEERING for the building or subdivision
of P&P QUICK COPY CENTER has been reviewed
by me and is approved X disapproved _____

If disapproved, please list reason.



PAUL V. CUOMO, P.E.

July 9, 1985
Date

NEW WINDSOR ZONING BOARD OF APPEALS
Regular Session
Date: June 10, 1985

MEMBERS PRESENT: DANIEL P. KONKOL, CHAIRMAN
JACK BABCOCK, V. CHAIRMAN
VINCENT BIVONA
JOSEPH SKOPIN
RICHARD FENWICK
JOHN PAGANO

MEMBERS ABSENT: JAMES NUGENT

ALSO PRESENT: ANDREW S. KRIEGER, ESQ.
Attorney for ZBA
PATRICIA DELIO, SECRETARY

The June 10, 1985th session of the Zoning Board of Appeals was called to order by Chairman Daniel P. Konkol at 7:30 p.m. Secretary called the roll.

Motion followed by Richard Fenwick, seconded by Vincent Bivona, to accept the minutes of the May 13, 1985 meeting as written.
ROLL CALL: 6-0.

* * * *

PRELIMINARY MEETING:

P & P QUICK COPY CENTER, INC./CLEGG, JOHN & ROBERT - Request for use, area and sign variances to construct a commercial building on Temple Hill Road in a Planned Industrial (PI) zone. Gregory Shaw, P. E. of Shaw Engineering, was present representing Applicant P & P, contract purchasers.

Mr. Shaw stated that the property is located on Temple Hill Road, is 1.3 acres in size and that applicant proposes the construction of a 10,000 sq. ft. commercial structure to house the copy center and three rental offices. Applicant's business is presently located on Windsor Highway. Variances sought are as follows: (1) Use variance; (2) 3 ft. lot width on Temple Hill Road and 60 ft. lot width on Union Avenue; (3) 11 ft. building height; and (4) 33 sq. ft. sign area variances.

Chairman Konkol requested that applicant provide a site plan, detailed drawings for the peaked roof and additional parking. Also, photographs of the adjoining properties was requested. There were some questions raised as to whether the applicant intended to use the gable portion of the building for additional office space.

With respect to the signs, Mr. Shaw stated that the signs on the residential portion of Union Avenue would be kept to a minimum.

After some discussion, motion was made by Richard Fenwick, seconded by Daniel Konkol, to schedule a public hearing upon the return of the completed paperwork. ROLL CALL: 6-0.

* * * *

WATER, SEWER, HIGHWAY REVIEW FORM:

The maps and plans for the Site Approval Pop Quick Copy
Subdivision _____ as submitted by _____
for the building or subdivision of Rita Lian
has been reviewed by me and is approved ☒ d: sapproved _____

~~If disapproved, please list reason.~~

Notify water Dept. to locate water main
values.

HIGHWAY SUPERINTENDENT

✓ Steve D. D. D.
WATER SUPERINTENDENT

SANITARY SUPERINTENDENT

DATE



LOUIS J. CASCINO, P.E.
Commissioner

NEW YORK
ORANGE COUNTY
HIGHWAY MAP OF

COUNTY OF ORANGE

LOUIS HEIMBACH, COUNTY EXECUTIVE

Department of Public Works

ROUTE 17-M P.O. BOX 500
GOSHEN, NEW YORK 10824
TEL: Office 294-7251 - Garage 294-8115

June 10, 1985

Shaw Engineering
162 Grand Street
Newburgh, New York 12550

Attn: Gregory J. Shaw, P.E.

Re: New P & P Quick Copy Center
Union Ave., CR-69, Part I and
Temple Hill Road, N.Y. Route 300
Town of New Windsor
County of Orange

Dear Mr. Shaw:

Please be advised that a site inspection was conducted on May 30, 1985. As a result of the same, I contacted your office on May 31, 1985 regarding the submission of detail sheet for the proposal, such to show, but not necessarily limited to:

- (1) Negative profile (2%+) for the entrance from edge of pavement of Union Avenue, CR-69, Part I to the slot line of the proposed drainage pipe under the entrance. The sanitary sewer (M.H. #101) will be a controlling factor in profile design.
- (2) The "slotted drain" ditch crossing pipe cross-sectional area shall be no less than that presently installed at Licari's Deli. Minimum length of pipe shall be 24 L.F. K-krete or lean grout back-fill shall be utilized in pipe placement.
- (3) Curbing shall be in accordance with N.Y.S. D.O.T. specifications with proper tapered terminations. Reveal shall not be less than 5" following bituminous paving of the entrance road.
- (4) Responsibility for pavement cuts for water and gas service shall be indicated in order to properly process a BPW Permit.
- (5) Advertising signs shall not be placed in the public R.O.W. and, if installed, shall be in compliance with Town regulations.

It shall be understood that the foregoing information is relative to the County Road entrance only and does not reflect the requirements of the N.Y.S. D.O.T. for entrance to Route 300.



COUNTY OF ORANGE / Department of Public Works

Page 2

June 10, 1985

Shaw Engineering (cont'd)

Re: New P & P Quick Copy Center, Union Ave., CR-69, Part I and
Temple Hill Road, N.Y. Route 300, Town of New Windsor, Co. of Orange

Approval of the entrance to Union Avenue, CR-69, Part I, is hereby granted. In order to secure a validated DPW Permit for site preparation work and/or entrance to County Road System, as mandated under Section 136 of the Highway Law, details as noted shall be submitted.

Very truly yours,

LOUIS J. CASCINO, P.E.
Commissioner

By:

William E. Duggan
William E. Duggan
Senior Engineer

LJC/WED/ljl

cc: O.C. Planning Department
Town of New Windsor Planning Board
Town of New Windsor Building Inspector
Resident Engineer, NYS DOT, Residency 8-4, Newburgh, NY 12550

INTER-OFFICE CORRESPONDENCE

*Planning Bd
received
6/12/85
ph.*

TO: TOWN PLANNING BOARD
TOWN BUILDING/ZONING INSPECTOR BABCOCK

FROM: ZONING BOARD OF APPEALS

RE: PUBLIC HEARINGS BEFORE THE ZBA - June 24, 1985

DATE: June 12, 1985

Please be advised that the following public hearing will be heard before the Zoning Board of Appeals on the above date:

P & P QUICK COPY CENTER, INC./CLEGG - Request for use, area and sign variances

I have attached hereto copy of the pertinent application together with public hearing notice which was published in The Sentinel.

Patricia Delio, Secretary
Zoning Board of Appeals

/pd

Attachments

718

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

85-25

Date: 6/10/85

I. Applicant Information: John C. Clegg and

- (a) Robert S. Clegg, 4 Innis Ave., Newburgh, N. Y. x
(Name, address and phone of Applicant) (Owner)
- (b) P. & P. Quick Copy Center, Inc., 41 Windsor Hwy. -
(Name, address and phone of purchaser or lessee)
- (c) Shaw Engineering, 162 Grand St., Newburgh, N.Y.
(Name, address and phone of ~~applicant's~~ engineer)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☒ Use Variance ☒ Sign Variance
- ☒ Area Variance ☐ Special Permit

III. Property Information:

- (a) PI Temple Hill Road 4-2-3.12 1.3 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 8/11/69
- (e) Has property been subdivided previously? no When? -
- (f) Has property been subject of variance or special permit previously? no When? -
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? Yes - 5/23/85
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NONE

IV. Use Variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-9, Table of Use _____ Regs., Col. A to allow:
(Describe proposal) Construction of 10,000 sq. ft. commercial structure to house copy center. Also, applicant intends to include in the proposed structure, three office rental units. Use variance is requested for the retail sales portion of applicant's application.

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Applicant proposes to construct a commercial building to house copy center. Area is zoned Planned Industrial which is generally conducive to the use requested; that the plight of the owner is due to unique circumstances in that the parcel is 1.3 acres in size.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Cols. 5 & 10

Requirements	Proposed or Available	Variance Request
Min. Lot Area <u>40,000</u>	<u>56,541 s.f.</u>	
*** Min. Lot Width <u>150 ft.</u>	<u>147 ft.</u>	<u>3 ft.-Temple Hill P</u>
Reqd. Front Yd. <u>50 ft.</u>	<u>50 ft.</u>	
Reqd. Side Yd. <u>15/</u>	<u>22/</u>	<u>/</u>
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. <u>11 ft. max</u>	<u>16 ft.</u>	<u>5 ft.</u>
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** <u>.60</u>	<u>.18</u>	_____
*** Min. Lot Width <u>150 ft.</u>	<u>90 ft.</u>	<u>60 ft.-Union Ave.</u>
* Residential Districts only		
** Non-residential districts only		

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

In order to construct the building for commercial use, certain area variances are sought which would result in practical difficulty to the applicant if same could not be obtained. There is no other relief available other than area variances.

VI. Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section 48-18, Table of Use Regs., Col. D

	Requirements	Proposed or Available	Variance Request
Temple Hill-Bldg. Sign 1	<u>40 s.f.</u>	<u>16 s.f.</u>	_____
" " -F.S. Sign 2	_____	<u>30 s.f.</u>	_____
Union Ave. -F.S. Sign 3	_____	<u>27 s.f.</u>	_____
(Directory) Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	<u>40 sq.ft.</u>	<u>73 sq.ft.</u>	<u>33 sq.ft.</u>

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

Please see attached sketch of proposed signage.

Additional signage will be required to advertise

new business on both access roads (Union/Temple Hill Rd.)

However, the signage fronting on Union Avenue (the residential section) will be of smaller area than the sign on Temple Hill Road.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

(See attached sketch for details).

VII. Special Permit:

- (a) Special Permit requested under New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the use and structures proposed for the special permit.

VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

Building will be constructed in conformance with
neighboring commercial structures. Attractive land-
scaping will be provided with grass and plantings.
Safe ingress and egress is planned from both Union Avenue
and Temple Hill Road.

IX. Attachments required:

- x Copy of letter of referral from Bldg./Zoning Inspector.
x Copy of tax map showing adjacent properties.
x Copy of contract of sale, lease or franchise agreement.
x Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
____ Copy(ies) of sign(s) with dimensions.
x Check in the amount of \$ 50.00 payable to TOWN OF NEW WINDSOR.
n/a Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date June 10, 1985

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Howard Picard
(Applicant)

Sworn to before me this

7th day of June, 1985.

Patricia Delio

PATRICIA DELIO
NOTARY PUBLIC, State of New York
No. 5970775
Qualified in Orange County
Commission Expires March 30, 1987

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York, will hold a Public Hearing
pursuant to Section 48-34A of the Zoning Local Law on the
following Proposition:

Appeals No. 25

Request of ROBERT S. CLEGG, JOHN C. CLEGG and

P & P QUICK COPY CENTER, INC.

for VARIANCES of the Zoning Local Law to permit:

construction of 10,000 sq. ft. commercial structure in Planned
Industrial (PI) zone,

being VARIANCES of the following Sections of Law:

Section 48-9 - Table of Use Regs. - Col. A

Section 48-12- Table of Bulk Regs.- Cols. 5 & 10

Section 48-18- Table of Use Regs. - Col. D (Signs)

for property situated on the northside of Temple Hill Road, Town
of New Windsor, N. Y., known and designated as Section 4-Block
2- Lot 3.12.

SAID HEARING will take place on the 24th day of June, 1985 at
New Windsor Town Hall, 555 Union Avenue, New Windsor, N.Y.
beginning at 7:30 o'clock P. M.

DANIEL P. KONKOL, Chairman

Review: P & P Quick Copy Site Plan #85-24
located on Temple Hill Road
represented by Gregg Shaw, P.E.

Chairman Reys: This is on Temple Hill Road on the east side.
It is zoned PI. Section 4-Block 1, Lot 3.12.

Mr. Picard explained what he wants to do with the building.

Mr. Shaw: The building will be 10,000 square ft. Eight
thousand will be for P & P.
We are requesting a 150 ft. front yard variance additionally
we need a height variance. Twenty two (22) feet to the ridge.
A member of the Planning Board brought up a question.
A cut through from Union Avenue to Temple Hill Road. It
will not be for traffic. It is for tractor trailer gate
would open and close when tractor trailer left. There is
water and sewer to tap into. There is a gas line.

* * *
Review Mid Valley Petroleum

Mr. Shaw: We talked to the DOT in Poughkeepsie. They
have reviewed this. Don Greene has been very helpful.
A week ago Monday they went to court (MidValley Petroleum)
I understand that two (2) weeks was given.
I will be in touch with you as soon as I hear something.

* * * I
Chairman Reys: If there is no further business to come
before the Board this evening I will entertain a motion to
adjourn.

Motion by Mr. McCarville seconded by Mr. Schiefer that the
Planning Board of the Town of New Windsor adjourn the
meeting of May 22, 1985.
Roll call: All ayes, no nays. (7-0). Motion carried.
Meeting adjourned.

Respectfully submitted,

Shirley B. Hassdenteufel

SHIRLEY B. HASSDENTEUFEL
Recording Secretary

Planning Bd
received
6/31/85
sh

May 30, 1985

Mr. & Mrs. Howard J. Picard, III
70 Wells Road
Newburgh, N.Y. 12550

RE: Robert S. Clegg and Anne B. Clegg to
Howard J. Picard, III and Carole D. Picard
Approx. 1½ acres vacant land

Dear Mr. & Mrs. Picard:

I hereby authorize you to proceed with the necessary
variances on my property located on Temple Hill Road, Town of
New Windsor, New York.

Very truly yours,

Robert S. Clegg
Robert S. Clegg

Anne B. Clegg
Anne B. Clegg

WARNING:

NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN ENGLISH"). CONSULT YOUR LAWYER BEFORE SIGNING IT.

NOTE: FIRE AND CASUALTY LOSSES:

This contract form does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a purchaser responsible for fire and casualty loss upon taking of title to or possession of the premises.

DATE: CONTRACT OF SALE made as of the 12th day of March, 19 85
PARTIES: BETWEEN

ROBERT S. CLEGG, ~~husband and wife~~ and ANNE B. CLEGG, residing at 4 Innis Avenue, Town of Newburgh, Orange County, New York, hereinafter called "SELLER", who agrees to sell;

and HOWARD J. PICARD, III, and CAROLE D. PICARD, husband and wife both residing at 70 Wells Road, Town of Newburgh, Orange County New York

Address: 41 Windsor Highway, Town of New Windsor, Orange County, New York
hereinafter called "PURCHASER" who agrees to buy the property, including all buildings and improvements thereon (the "PREMISES"), more fully described on a separate page marked "Schedule A," and also known as:

PREMISES: Street Address: Temple Hill Road, New Windsor, NY
Tax Map Designation:

Together with SELLER'S interest, if any, in streets and unpaid awards as set forth in Paragraph 9.

PERSONAL PROPERTY:

The sale also includes all fixtures and articles of personal property attached to or used in connection with the PREMISES, unless specifically excluded below. SELLER states that they are paid for and owned by SELLER free and clear of any lien other than the EXISTING MORTGAGE(S). They include but are not limited to plumbing, heating, lighting and cooking fixtures, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, fencing, outdoor statuary, tool sheds, dishwashers, washing machines, clothes dryers, garbage disposal units, ranges, refrigerators, freezers, air conditioning equipment and installations, and wall to wall carpeting.

Excluded from this sale are: Furniture and household furnishings,

**PURCHASE
PRICE:**

1. (a) The purchase price is \$ 8,000.00

Payable as follows:

On the signing of this contract, by check subject to collection: (\$100 already pd) \$ 5,000.00 *

By allowance for the principal amount still unpaid on EXISTING MORTGAGE(S): \$

By a Purchase Money Note and Mortgage from PURCHASER (or assigns) to SELLER: \$

BALANCE AT CLOSING: \$ 43,000.00

(b) If this sale is subject to an EXISTING MORTGAGE, the Purchase Money Note and Mortgage will also provide that it will remain subject to the prior lien of any EXISTING MORTGAGE even though the EXISTING MORTGAGE is extended or modified in good faith. The Purchase Money Note and Mortgage shall be drawn on the standard form of New York Board of Title Underwriters by the attorney for SELLER. PURCHASER shall pay the mortgage recording tax, recording fees and the attorney's fee in the amount of \$ for its preparation.

(c) If any required payments are made on an EXISTING MORTGAGE between now and CLOSING which reduce the unpaid principal amount of an EXISTING MORTGAGE below the amount shown in paragraph 2, then the balance of the price payable at CLOSING will be adjusted. SELLER agrees that the amount shown in Paragraph 2 is reasonably correct and that only payments required by the EXISTING MORTGAGE will be made.

(d) If there is a mortgage escrow account that is maintained for the purpose of paying taxes or insurance, etc. SELLER shall assign it to PURCHASER, if it can be assigned. In that event PURCHASER shall pay the amount in the escrow account to SELLER at CLOSING.

in escrow
*to be held by sellers attorney pending closing of title

**EXISTING
MORTGAGES:**

2. The PREMISES will be conveyed subject to the continuing lien of "EXISTING MORTGAGE(S)" as follows:

Mortgage now in the unpaid principal amount of \$ _____ and interest at the rate of _____ per cent per year,
presently payable _____ in installments of \$ _____, which include principal, interest,
and with any balance of principal being due and payable on _____

SELLER hereby states that no EXISTING MORTGAGE contains any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the fact of CLOSING.

**ACCEPTABLE
FUNDS:**

3. All money payable under this contract unless otherwise specified, shall be either:

- a. Cash, but not over one thousand (\$1,000.00) Dollars,
- b. Good certified check of PURCHASER, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of SELLER, or to the order of PURCHASER and duly endorsed by PURCHASER (if an individual) to the order of SELLER in the presence of SELLER or SELLER'S attorney.
- c. Money other than the purchase price, payable to SELLER at CLOSING, may be by check of PURCHASER up to the amount of **Five Hundred and 00/100**----- (\$ 500.00) dollars, or
- d. As otherwise agreed to in writing by SELLER or SELLER'S attorney.

**"SUBJECT TO"
PROVISIONS:**

4. The PREMISES are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the PREMISES, provided that they are not violated by the buildings and improvements erected on the PREMISES.
- b. Consents for the erection of any structures on, under or above any streets on which the PREMISES abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
- d. Building & Zoning ordinances and the regulations of the Town of New Windsor.
- e. Such state of facts as an accurate survey and personal inspection of said premises may disclose. *
- f. Covenants, conditions, grants and restrictions of record, if any. *
- g. Public utility grants of record. Providing same do not render title unmarketable.

**TITLE
COMPANY
APPROVAL:**

5. SELLER shall give and PURCHASER shall accept such title as _____*providing same does not render title unmarketable
New York Board of Title Underwriters will be willing to approve and insure in accordance with their standard form of title policy; subject only to the matters provided for in this contract.

**CLOSING
DEFINED
AND
FORM OF
DEED:**

6. "CLOSING" means the settlement of the obligations of SELLER and PURCHASER to each other under this contract, including the payment of the purchase price to SELLER, and the delivery to PURCHASER of a Bargain & Sale deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the PREMISES, free of all encumbrances except as herein stated. The deed will contain a covenant by SELLER as required by Section 13 of the Lien Law.

If SELLER is a corporation, it will deliver to PURCHASER at the time of CLOSING (a) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (b) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that section.

CLOSING
DATE AND
PLACE:

7. CLOSING will take place at the office of **Angelo Darrigo, Esq. 47 So. Plank Rd. Newburgh, NY**
at **11:00 a.m.** o'clock on or about **June 15 1985**

BROKER:

8. PURCHASER hereby states that PURCHASER has not dealt with any broker in connection with this sale other than
James S. O'Neill

and SELLER agrees to pay the broker the commission earned thereby (pursuant to separate agreement)

STREETS
AND
ASSIGN-
MENT OF
UNPAID
AWARDS:

9. This sale includes all of SELLER'S ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the PREMISES to the center line thereof. It also includes any right of SELLER to any unpaid award by reason of any taking by condemnation and/or for any damage to the PREMISES by reason of change of grade of any street or highway. SELLER will deliver at no additional cost to PURCHASER, at CLOSING, or thereafter, on demand, any documents which PURCHASER may require to collect the award and damages.

MORTGAGEE'S
CERTIFICATE
OR LETTER AS
TO EXISTING
MORTGAGE(S):

10. SELLER agrees to deliver to PURCHASER at CLOSING a certificate dated not more than thirty (30) days before CLOSING signed by the holder of each EXISTING MORTGAGE, in form for recording, certifying the amount of the unpaid principal and interest, date of maturity, and rate of interest.

SELLER shall pay the fees for recording such certificate. If the holder of a mortgage is a bank or other institution as defined in Section 274-a, Real Property Law, it may, instead of the certificate, furnish an unqualified letter dated not more than thirty (30) days before CLOSING containing the same information. SELLER hereby states that any EXISTING MORTGAGE will not be in default at the time of CLOSING.

COMPLIANCE
WITH STATE
AND
MUNICIPAL
DEPARTMENT
VIOLATIONS
AND ORDERS:

11. a. SELLER will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the PREMISES at the date hereof. The PREMISES shall be transferred free of them at CLOSING and this provision shall survive CLOSING. SELLER shall furnish PURCHASER with any authorizations necessary to make the searches that could disclose these matters.

OMIT IF THE
PROPERTY
IS NOT IN
THE CITY
OF
NEW YORK:

b. All obligations affecting the PREMISES, incurred pursuant to the Administrative Code of the City of New York prior to CLOSING and payable in money shall be discharged by SELLER at CLOSING. This provision shall survive CLOSING.

INSTALLMENT
ASSESSMENT:

12. If at the time of CLOSING the PREMISES are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and are to be paid by SELLER at CLOSING.

**APPORTION-
MENTS:**

13. The following are to be apportioned as of midnight of the day before the day of CLOSING:

(a) Rents as and when collected. (b) Interest on EXISTING MORTGAGE(S). (c) Premiums on existing transferable insurance policies and renewals of those expiring prior to CLOSING. (d) Gas, water charges and sewer rents, on the basis of the fiscal period for which assessed. (e) Fuel, if any. (f) Vault charges, if any.

If CLOSING shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding period applied to the latest assessed valuation.

Any errors or omissions in computing apportionments at CLOSING shall be corrected. This provision shall survive CLOSING.

**WATER
METER
READINGS:**

14. If there be a water meter on the PREMISES, SELLER shall furnish a reading to a date not more than thirty days before CLOSING date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

**ALLOWANCE
FOR UNPAID
TAXES, ETC.:**

15. SELLER has the option to credit PURCHASER as an adjustment of the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less than five business days after CLOSING, provided that official bills therefor computed to said date are produced at CLOSING.

**USE OF
PURCHASE
PRICE TO PAY
ENCUM-
BRANCES:**

16. If there is anything else affecting the sale which SELLER is obligated to pay and discharge at CLOSING, SELLER may use any portion of the balance of the purchase price to discharge it. As an alternative, SELLER may deposit money with the title insurance company employed by PURCHASER required by it to assure its discharge, but only if the title insurance company will insure PURCHASER'S title clear of the matter or insure against its enforcement out of the PREMISES. Upon request made within a reasonable time before CLOSING, PURCHASER agrees to provide separate certified checks as requested to assist in clearing up these matters.

**AFFIDAVIT
AS TO
JUDGMENTS,
BANKRUPT-
CIES.:**

17. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of SELLER, SELLER shall deliver a satisfactory detailed affidavit at CLOSING showing that they are not against SELLER.

**DEED
TRANSFER
AND
RECORDING
TAXES:**

18. At CLOSING, SELLER shall deliver a certified check payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. PURCHASER agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after CLOSING.

**PURCHASER'S
LIEN:**

19. All money paid on account of this contract, and the reasonable expenses of examination of the title to the PREMISES and of any survey and survey inspection charges are hereby made liens on the PREMISES and collectable out of the PREMISES. Such liens shall not continue after default in performance of the contract by PURCHASER.

**SELLER'S
INABILITY
TO
CONVEY AND
LIMITATION
OF
LIABILITY:**

20. If SELLER is unable to transfer title to PURCHASER in accordance with this contract, SELLER'S sole liability shall be to refund all money paid on account of this contract, plus all charges made for: (i) examining the title, (ii) any appropriate additional searches made in accordance with this contract, and (iii) survey and survey inspection charges. Upon such refund and payment this contract shall be considered cancelled, and neither SELLER nor PURCHASER shall have any further rights against the other.

**CONDITION
OF
PROPERTY:**

21. PURCHASER has inspected the buildings on the PREMISES and the personal property included in this sale and is thoroughly acquainted with their condition. PURCHASER agrees to purchase them "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and CLOSING. PURCHASER shall have the right, after reasonable notice to SELLER, to inspect them before CLOSING.

**ENTIRE
AGREEMENT:**

22. All prior understandings and agreements between SELLER and PURCHASER are merged in this contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this contract.

**CHANGES
MUST BE IN
WRITING:**

23. This contract may not be changed or cancelled except in writing. The contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

**SINGULAR
ALSO
MEANS
PLURAL:**

24. Any singular word or term herein shall also be read as in the plural whenever the sense of this contract may require it.

25. Subject to the purchasers obtaining full necessary approval to erect a building on the premises to the specifications of the purchasers which will allow the purchasers to continue to operate the business of P & P Quick Copy Center, Inc. presently located at 41 Windsor Highway in the Town of New Windsor, New York.

In Presence Of:

Robert Clegg
Anne B. Clegg
Howard J. Picard III
Carole D. Picard

On the day of 19 , before me
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

On the _____ day of _____, 19____, before me personally came _____
to me known, who, being by me duly sworn, did depose and say that _____ he resides at No. _____

that he is the
of

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

On the day of 19 , before me
personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

On the day of 19 , before me
personally came
to me known and known to me to be a partner in

a partnership, and known to me to be the person described in and who executed the foregoing instrument in the partnership name, and said
duly acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

**Closing of title under the within contract is hereby adjourned to
o'clock, at**

as of 19
Dated, 19

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto

and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19

19 , at
; title to be closed and all adjustments to be made

Purchaser

Assignee of Purchaser

Contract of Sale

PREMISES

TITLE NO.

From:

Section

Block

Lot

County or Town

Street Numbered Address

Recorded At Request of
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
RETURN BY MAIL TO:

To:

Zip No.

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS



*The best title insurance service
comes from*

COMMONWEALTH LAND

TITLE INSURANCE COMPANY

A Reliance Group Holdings Company



Louis Holmbeck
County Executive

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner
Paul Costanzo, Director of Community Development

June 5, 1985

Mr. Henry Reyne, Chairman
Town of New Windsor Planning Board
555 Union Ave.
New Windsor, N.Y. 12550

Re: Site Plan, P & P Quick Copy Center
Temple Hill Rd & CR 69
Our File No. NWT 11-85M

Dear Mr. Reynolds:

In accordance with Section 239, Paragraphs l and m of the General Municipal Law, the site plan referenced above was reviewed by this Agency.

The proposed plan will be insignificant to County and State-owned facilities. For this reason, County Planning Department approval is hereby granted.

Although insignificant from a county-wide perspective, there are violations in the building height and lot width requirements of the Town Zoning Ordinance; variances may be needed.

If there are any questions, please don't hesitate to call.

Very truly yours,

Peter Garrison
Commissioner of Planning &
Development

Reviewed by
Fred H. Budde
Planner

PG:oor

SHORT ENVIRONMENTAL ASSESSMENT FORM

INSTRUCTIONS:

(a) In order to answer the questions in this short EAF it is assumed that the preparer will use currently available information concerning the project and the likely impacts of the action. It is not expected that additional studies, research or other investigations will be undertaken.

(b) If any question has been answered Yes the project may be significant and a completed Environmental Assessment Form is necessary.

(c) If all questions have been answered No it is likely that this project is not significant.

(d) Environmental Assessment

1. Will project result in a large physical change to the project site or physically alter more than 10 acres of land? ___ Yes X No
2. Will there be a major change to any unique or unusual land form found on the site? ___ Yes X No
3. Will project alter or have a large effect on an existing body of water? ___ Yes X No
4. Will project have a potentially large impact on groundwater quality? ___ Yes X No
5. Will project significantly effect drainage flow on adjacent sites? ___ Yes X No
6. Will project affect any threatened or endangered plant or animal species? ___ Yes X No
7. Will project result in a major adverse effect on air quality? ___ Yes X No
8. Will project have a major effect on visual character of the community or scenic views or vistas known to be important to the community? . . . ___ Yes X No
9. Will project adversely impact any site or structure of historic, pre-historic, or paleontological importance or any site designated as a critical environmental area by a local agency? . . . ___ Yes X No
10. Will project have a major effect on existing or future recreational opportunities? . . . ___ Yes X No
11. Will project result in major traffic problems or cause a major effect to existing transportation systems? ___ Yes X No
12. Will project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation? . ___ Yes X No
13. Will project have any impact on public health or safety? ___ Yes X No
14. Will project affect the existing community by directly causing a growth in permanent population of more than 5 percent over a one-year period or have a major negative effect on the character of the community or neighborhood? . ___ Yes X No
15. Is there public controversy concerning the project? ___ Yes X No

PREPARER'S SIGNATURE:

Howard Picard

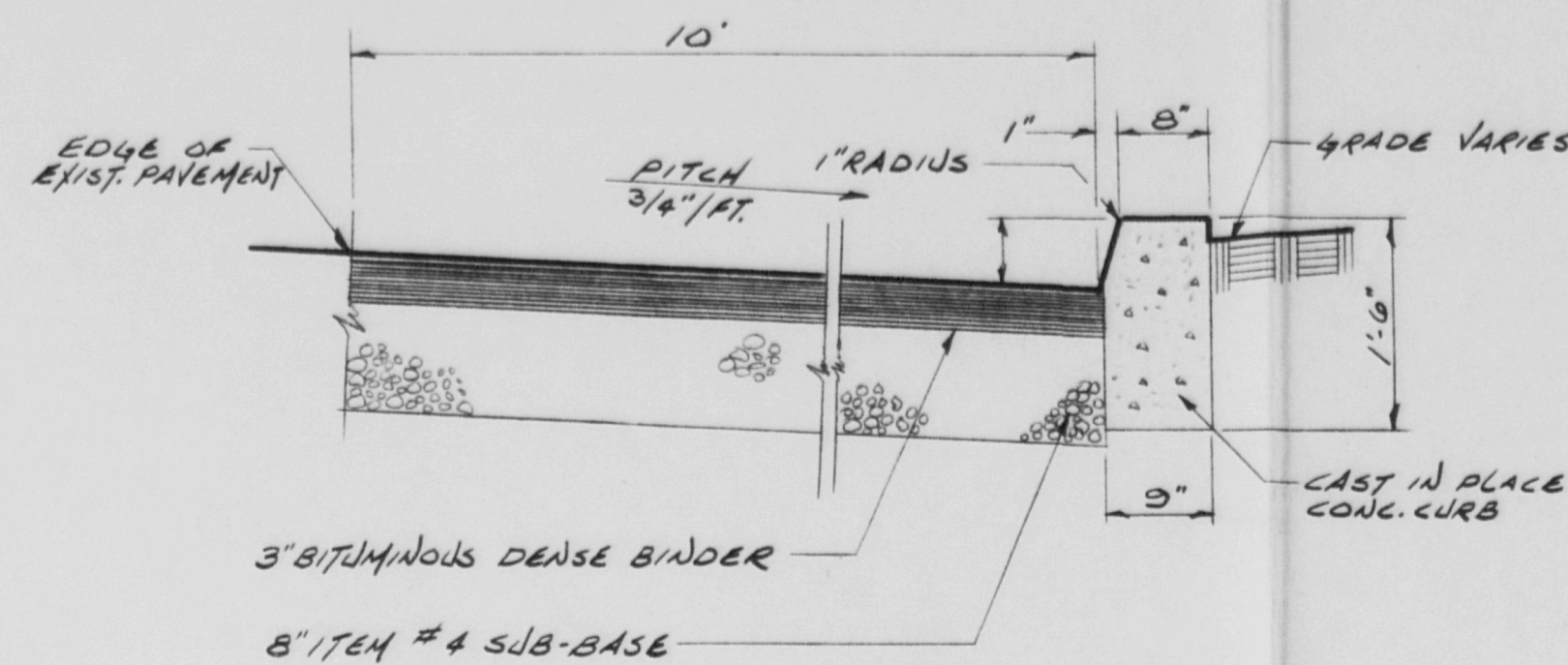
TITLE: Consulting Engineer

REPRESENTING:

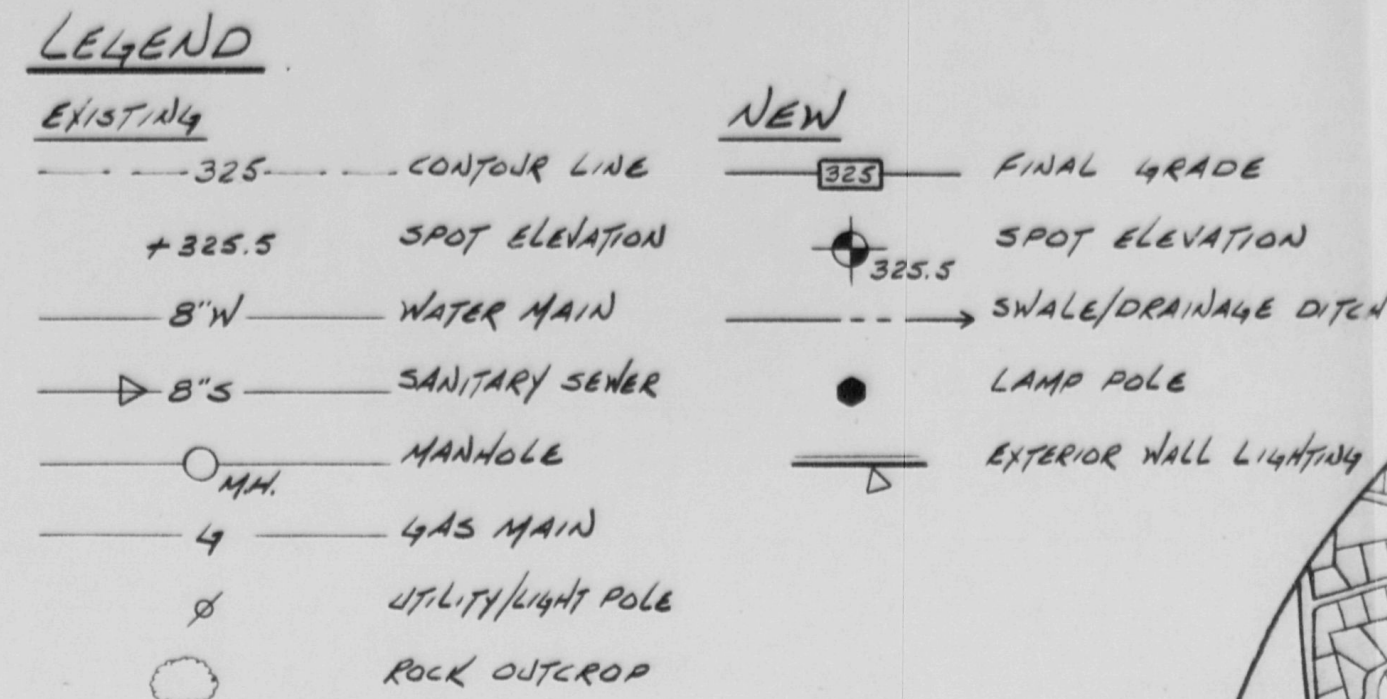
Howard Picard

DATE: May 15, 1985

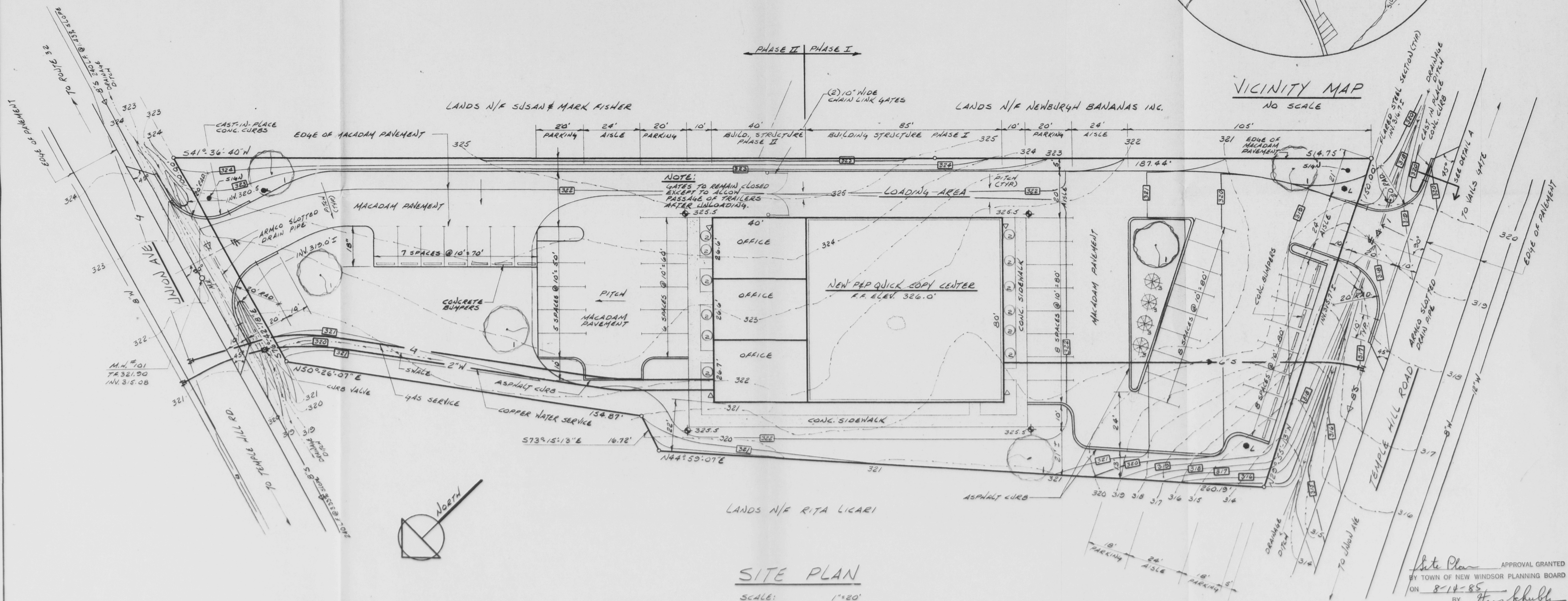
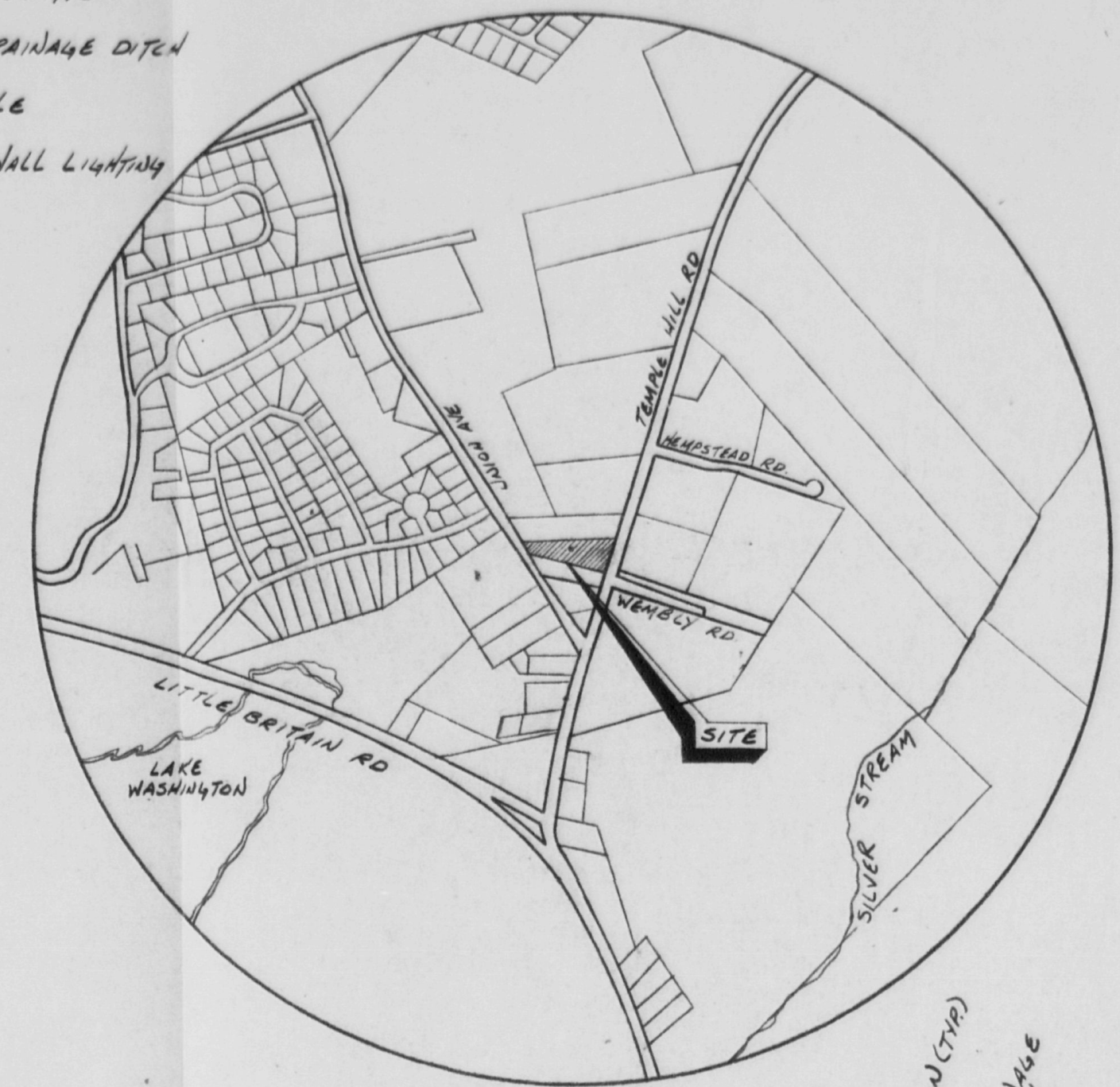
5/1/78



SITE PLAN ZONING SCHEDULE		
ITEM (ZONE P1)	REQUIRED	PROVIDED
Lot Area	40,000 S.F.	56,541 S.F.
Lot Width (Temple Hill Road)	150 FT.	147 FT.
Front Yard Depth (Temple Hill Road)	50 FT.	117 FT.
Front Yard Depth (Union Avenue)	50 FT.	183 FT.
Side Yard Width-One	15 FT.	22 FT.
Side Yard Width-Both	40 FT.	47 FT.
Rear Yard	N.A.	N.A.
Floor Area Ratio	.60	.18
Building Height	11 FT. MAX.	16 FT.
6 Inches Per Foot To Nearest Lot Line		
Off Street Parking:		
1. Sales/Retail One Space For Every 200 S.F. Of Retail Area (3,000 S.F.)	15 Spaces	15 Spaces
2. Office One Space For Every 200 S.F. Of Office Area (3,500 S.F.)	18 Spaces	18 Spaces
3. Warehouse/Production One Space For Every 1000 S.F. Of Storage Area (3,500 S.F.)	4 Spaces	7 Spaces
Total Parking Spaces	37 Spaces	42 Spaces



PLANT LIST			
KEY	COMMON NAME	SIZE	QUANT.
1	PIN OAK	2'-2 1/2'CAN	6
2	PRITZERS JUNIPER	24'-30'	12
3	DOUBLE FILE YIBURNUM	3'4'	4



SITE PLAN

SCALE: 1\"/>

Site Plan APPROVAL GRANTED
BY TOWN OF NEW WINDSOR PLANNING BOARD
ON 8-14-85
BY HENRY F. SCHEIBLE
SECRETARY



Shaw Engineering
Consulting Engineers
162 Grand Street
Newburgh N.Y. 12550

2	PLANT LIST	8/13/85
1	ADDITIONAL PARKING	6/30/85
ISSUE	REVISION	DATE

Drawn By: <u>AE</u>	Drawing: <u>SITE PLAN</u>	<u>51</u>
Checked By: <u>AE</u>	Project: <u>PEP QUICK COPY CENTER</u>	
Scale: <u>1"=20'</u>		
Date: <u>5-2-85</u>	<u>TEMPLE HILL ROAD</u>	<u>Project No.</u> <u>8502</u>

Project No. **8502**